

2005 BLOOMINGTON COMMUNITY FARMERS' MARKET CONTRACT

(2/05)

In consideration for the right to participate in the 2005 Bloomington Community Farmers' Market (hereinafter "Market"), the City of Bloomington (hereinafter "City"), and the undersigned vendor(s) (hereinafter "Vendor") agree to the following,

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City following this contract and the Bloomington Community Farmers' Market Handbook. The City sets fees and determines Market policies. The Market Master oversees the Market and has authority to assign vending space, settle disputes and disqualify vendors for violations of regulations.

2. ELIGIBILITY OF VENDORS

"Producer" is a person who regularly and directly works in all stages of the cultivation, production, and harvest/gathering of permitted goods sold pursuant to this agreement.

"Primary Vendor" is a person who is a producer and also is the person who controls points for the Vendors on this contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this contract.

"Vendor" is a person who is a producer or immediate family of the Primary Vendor, as defined in this agreement, and has signed this agreement.

"Immediate Family" is defined in this agreement to be a parent, child, spouse or domestic partner of a producer.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this agreement. Stand Assistants must be accompanied by a Vendor under this contract in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this agreement may sell at the Market. A Vendor and Stand Assistant working with that Vendor may sell only goods of which the Vendor or the Primary Vendor's immediate family is a producer. A Vendor may be party to only one Market contract and may not have a financial interest in any other Market contract.

Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by Vendor of such a law or ordinance may be deemed by the City to be a material breach of this agreement.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK.

The 2005 Bloomington Community Farmers' Market Handbook is incorporated herein by reference and is a part of this contract as fully as if it had been set forth herein.

4. REGISTRATION TO SELL

The Vendor must have signed this agreement or be named in this agreement and have authorized another person to sign on his behalf and have paid all applicable rental fees before selling any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street Suite 250 on the Thursday prior to the Saturday/Tuesday a Vendor wishes to sell at Market. In the event a Vendor does not have a signed contract in advance it is up to the Market Master and/or Market Manager's discretion to determine the Vendor's eligibility to sell. Points will not be awarded without a signed contract in advance.

5. CITY'S REMEDIES FOR BREACH

a) Violation of any material provision of this Agreement or the Bloomington Community Farmers' Market Handbook is a material breach and default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach within a reasonable time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

b) If the City has reason to believe that a Vendor did not produce the goods he is selling at Market, the City reserves the right to conduct an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such an inspection. If the City determines, after inspection, that there is a reasonable likelihood that the vendor did not produce the goods he offered for sale at the Market, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this agreement, the City reserves the right to declare this agreement terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.

6. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

7. LIABILITY AND INDEMNIFICATION

Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices.

The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Bloomington, Indiana, its employees, agents and officers, and the members of the Farmers' Market Advisory Council, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

Please fill out and return this page to the Parks Department .

SIGNATURES Vendor Information

Print full name of each Vendor (Primary Vendor)

Print mailing address(es), City, Zip Code, and County

Print growing/apiary location(s), if different from above. If Vendor utilizes additional growing locations during the Market season, Vendor must notify Market Administrator prior to cultivating land.

Vendors' phone number(s):

Vendors’ email:

Vendors' ages:

age 0-16 age 17-59 age 60+

In 2005 Vendor expects to sell at the Market: Fruits____Plants____Vegetables____Flowers

Eggs____Honey____Processed Foods____Mushrooms____ Meat____ Dairy

Other (please specify):

This Agreement is effective upon signature by Vendor and Administrator of Parks & Recreation.

_____ Primary Vendor's Signature Market Registrant	_____ Date	_____ Vendor's Signature Market Registrant	_____ Date
_____ Vendor's Signature Market Registrant	_____ Date	_____ Vendor's Signature Market Registrant	_____ Date
_____ Signature of parent or guardian if vendor is age 18 or younger	_____ Date	_____ Mark Kruzan, Mayor City of Bloomington	_____ Date

Would you give the City permission to release your name, address, and phone number to customers interested in contacting you for information and/or special orders?
Yes _____ No _____

Print full name of Stand Assistant

Phone Number